IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.702 OF 2005

IN

SUIT NO.2131 of 2005

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Amartara Plastics Pvt.Ltd. ...Plaintiffs

v/s.

Ronilo Pharma Pvt.Ltd. ...Defendants

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Mr.Cyrus Adreshir i/b Kanga & Co. for the Plaintiffs.

Mr.J.S.Shah for the Defendants.

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CORAM: D.K.DESHMUKH, J.

DATED: 18TH JULY, 2006

P.C.:

1. The Plaintiff has filed this suit for recovery of the price of the goods which were supplied pursuant to the invoices, copies of which are annexed to the plaint. There is no dispute between the parties that goods were received by the Defendants.

2. Defences raised by the Defendants are that goods supplied by the Plaintiffs were defective and that payments which have been made by the Defendants have not been given credit for.

3. So far as the defence that the goods supplied by the Plaintiffs were defective is concerned, perusal of the reply filed by the Defendants shows that the Defendants have actually used the goods supplied by the Plaintiff. After having used the goods, in my opinion, the Defendants now can not refuse to pay the price of the goods on the ground that the goods were defective.

4. So far as aspect of amounts, which are mentioned

in Exh.A to the affidavit in reply, not being given credit by the Plaintiffs is concerned, perusal of the substituted Exh.A to the plaint shows that for all the amounts which are mentioned in Exh.A to the reply, credit has duly been given to the Defendants.

5. It appears that the Defendant is raising such defences, because the Defendants are not in a position to make the payment. As the defences raised by the Defendants have no substance, leave to defend cannot be granted to the Defendants. Summons for judgment is, therefore, granted. Suit of the Plaintiffs is decreed in terms of prayer clauses of the suit. Refund of court frees as per rules.

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